

Exhibit D

United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

- ☐ PG&E Corporation (19-30088)
- ☒ Pacific Gas and Electric Company (19-30089)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

Part 1: Identify the Claim

1. Who is the current creditor?	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION OF NEW MEXICO Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Lowenstein Sandler LLP Attn: Michael S. Etkin and Andrew Behlmann One Lowenstein Drive Roseland, NJ 07068 Contact phone 973-597-2500 Contact email 973-597-2400	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ Unliquidated (see addendum). Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Violations of federal securities laws (see addendum)

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Andrew Behlmann
Andrew Behlmann (Oct 21, 2019)

Email: abehlmann@lowenstein.com

Signature

Print the name of the person who is completing and signing this claim:

Name	Andrew David Behlmann		
	First name	Middle name	Last name
Title	Counsel		
Company	Lowenstein Sandler LLP		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	One Lowenstein Drive		
	Number	Street	
	Roseland	NJ	07068
	City	State	ZIP Code
Contact phone	973-597-2332		Email
			abehlmann@lowenstein.com

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ I have supporting documentation.
(attach below)

☐ I do not have supporting documentation.



Attachment

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of January 29, 2019.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).

- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://restructuring.primeclerk.com/page>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor’s name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual’s tax identification number, or a financial account number, only the initials of a minor’s name, and only the year of any person’s date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):

Chico Service Center
350 Salem Street
Chico, CA 95928

Marysville Service Center
231 “D” Street
Marysville, CA 95901

Napa Service Center
1850 Soscol Ave. Ste 105
Napa, CA 94559

Oroville Service Center
1567 Huntoon Street
Oroville, CA 95965

Redding Service Center
3600 Meadow View Road
Redding, CA 96002

Santa Rosa Service Center
111 Stony Circle
Santa Rosa, CA 95401

Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.

Do not file these instructions with your form
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Bankruptcy Counsel to PERA

Additional counsel listed on Exhibit C

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtors.

Case No. 19-30088 (DM) (Lead Case)

Chapter 11

(Jointly Administered)

- ☒ Affects Both Debtors
☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company

**ADDENDUM TO PROOF OF CLAIM
OF PUBLIC EMPLOYEES RETIREMENT
ASSOCIATION OF NEW MEXICO**

1 Public Employees Retirement Association of New Mexico (“PERA”), the court-
2 appointed lead plaintiff in the securities class action captioned as *In re PG&E Corporation*
3 *Securities Litigation*, Case No. 18-03509 (the “**Securities Litigation**”), pending in the United
4 States District Court for the Northern District of California (the “**District Court**”), hereby
5 submits this proof of claim (the “**Proof of Claim**”) against each of the debtors in possession (the
6 “**Debtors**”) in the above-captioned chapter 11 bankruptcy cases (the “**Chapter 11 Cases**”).

7 **A. The Securities Litigation**

8 1. On May 28, 2019, Lead Plaintiff filed the *Third Amended Consolidated Class Action*
9 *Complaint for Violation of the Federal Securities Laws* (the “**TAC**”) in the Securities Litigation.¹
10 In the TAC, Lead Plaintiff, on behalf of itself and a proposed class comprised of all persons and
11 entities who, during the period from April 29, 2015 through November 15, 2018, inclusive (the
12 “**Class Period**”), purchased or otherwise acquired publicly traded securities of the Debtors and
13 were damaged thereby, asserts claims pursuant to (a) the Securities Exchange Act of 1934 (the
14 “**Exchange Act**”) against certain of the Debtors’ current and former officers and directors (the
15 “**Exchange Act Defendants**”) and (b) the Securities Act of 1933 (the “**Securities Act**”), against
16 certain of the Debtors’ current and former officers and directors and the underwriters
17 (collectively, the “**Securities Act Defendants**” and together with the Exchange Act Defendants,
18 the “**Defendants**”) of the Debtors’ four public senior notes offerings (the “**Notes Offerings**”) on
19 March 1, 2016, December 1, 2016, March 10, 2017, and April 2, 2018, in which the Debtors
20 offered and sold approximately \$4.35 billion of registered senior notes. As more fully set forth
21 in the TAC:

- 22 • the Debtors and the Exchange Act Defendants violated Sections 10(b) and 20(a)
23 of the Exchange Act and SEC Rule 10b-5 promulgated thereunder by misleading
24 investors in the Debtors’ securities from April 29, 2015 through November 15,
25 2018, and
- 26 • the Debtors and the Securities Act Defendants violated Sections 11 and 15 of the

27 ¹ The Debtors are named as Exchange Act Defendants in the TAC, subject to an express
28 acknowledgment that the Securities Litigation cannot proceed against them in the District
Court at this time due to the automatic stay.

1 Securities Act in connection with the Notes Offerings, for which the offering
2 documents contained thirty-four materially misleading statements.

3 2. A true and correct copy of the cover page and table of contents of the TAC is
4 annexed hereto as **Exhibit A**. The TAC and the allegations set forth therein are incorporated in
5 their entirety into this Proof of Claim by reference.

6 **B. The Claim**

7 3. As of the Petition Date, the Debtors were, and currently remain, liable to PERA in an
8 amount not yet determined, plus interest, costs, and attorneys' fees as may be allowed (the
9 "**Claim**"). The facts, circumstances, acts, and omissions described in the allegations of the TAC,
10 as may be amended and/or supplemented from time to time, form the basis of the Claim. A
11 schedule of PERA's transactions in the Debtors' securities during the Class Period is annexed
12 hereto as **Exhibit B**.

13 4. PERA reserves the right to amend and/or supplement this Proof of Claim from time
14 to time for any appropriate purpose.

15 5. The Claim is not founded upon a specific writing, although certain documents, too
16 voluminous and burdensome to annex hereto, which, upon information and belief, relate to the
17 violations of various laws and duties and actionable conduct by the Debtors, from which the
18 Claim arises, may be available. In addition, certain of these documents, as well as other
19 documents, may become available through discovery with respect to the Claim and/or the
20 Securities Litigation.

21 6. No payments have been made on account of the Claim.

22 7. The Claim is not subject to any setoff or counterclaim.

23 8. No security interest is held for the Claim.

24 9. The Claim is asserted in addition to, and not in lieu of, any and all other claims that
25 PERA may have against the Debtors, the Defendants, and any other defendants now or hereafter
26 named, or that could be named, in the Securities Litigation.

27 **D. Reservation of Rights**

28 10. PERA reserves all rights (including but not limited to arguments, counterarguments,

1 and defenses) in connection with the Securities Litigation, and further reserves all rights with
2 respect to the Claim, including but not limited to the right to amend and/or supplement this Proof
3 of Claim from time to time and/or move to withdraw the bankruptcy reference with respect to
4 any claim, cause of action, issue, or proceeding, whether or not encompassed in the Claim or
5 asserted in this Proof of Claim.

6 11. This Proof of Claim and any subsequent appearance, pleading, claim, or suit made or
7 filed by PERA, whether in its individual capacity or as lead plaintiff in the Securities Litigation,
8 shall not be deemed to:

- 9 • constitute a submission by PERA to the jurisdiction of the Bankruptcy Court;
- 10 • constitute consent by PERA to entry by the Bankruptcy Court of any final order
11 in any non-core proceeding, **which consent is hereby withheld unless - and**
12 **solely to the extent - expressly granted in the future with respect to a specific**
13 **proceeding;**
- 14 • waive any substantive or procedural rights of PERA, including but not limited to
15 (a) the right to challenge the constitutional authority of this Bankruptcy Court to
16 enter a final order or judgment on any matter; (b) the right to have final orders in
17 non-core matters entered only after *de novo* review by a United States District
18 Court; (c) the right to trial by jury in any proceedings so triable herein, in the
19 Securities Litigation, or in any other case, controversy, or proceeding related to
20 or arising from the Debtors, these chapter 11 cases, any related proceedings, or
21 the Securities Litigation; (d) the right to have a United States District Court
22 withdraw the reference in any matter subject to mandatory or discretionary
23 withdrawal; (e) the right to request that the Bankruptcy Court abstain from
24 hearing the merits of the Claim pursuant to 28 U.S.C. § 1334(c); (f) the right to
25 assert any and all claims or rights against others jointly or severally liable for the
26 sums claimed herein; or (g) all other rights, claims, actions, arguments,
27 counterarguments, defenses, setoffs, or recoupments to which PERA is or may be
28 entitled under agreements, at law, in equity, or otherwise, all of which rights,

claims, actions, arguments, counterarguments, defenses, setoffs, and recoupments are expressly reserved, nor shall this proof of claim be deemed to constitute consent to electronic service of any pleading or papers for which mailed or personal service is required under any applicable law, rule, regulation, or order.

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EXHIBIT A
COVER PAGE AND TOC OF THIRD AMENDED COMPLAINT²

² Due to page length and file size limitations imposed by the Debtors' claims and noticing agent, only the cover page and table of contents of the TAC are annexed hereto. However, as indicated above, the TAC is incorporated in its entirety into this Proof of Claim by reference.

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Liaison Counsel for the Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE PG&E CORPORATION
SECURITIES LITIGATION

Civil Action No. 3:18-cv-03509-EJD

THIRD AMENDED CONSOLIDATED CLASS
ACTION COMPLAINT FOR VIOLATION OF
THE FEDERAL SECURITIES LAWS

JURY TRIAL DEMANDED

THIRD AMENDED CONSOLIDATED CLASS ACTION COMPLAINT
CIVIL ACTION No. 3:18-cv-03509-EJD

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**EXHIBIT B
TRANSACTIONS**

PG&E CORP. COMMON STOCK				
Transaction Type	Trade Date	Shares	Price Per Share	Cost / Proceeds
Purchase	06/03/15	1,000	\$51.97	(\$51,970.00)
Purchase	06/03/15	2,000	\$51.97	(\$103,940.00)
Purchase	07/13/15	2,500	\$51.15	(\$127,872.75)
Purchase	03/10/16	1,100	\$56.95	(\$62,645.99)
Purchase	06/24/16	3,200	\$62.66	(\$200,512.00)
Purchase	08/09/16	94,400	\$63.60	(\$6,004,113.76)
Sale	08/25/16	-54	\$63.56	\$3,432.41
Sale	08/25/16	-1,691	\$63.58	\$107,512.43
Purchase	08/25/16	11,768	\$63.66	(\$749,143.82)
Sale	08/26/16	-1,315	\$62.99	\$82,826.06
Sale	08/26/16	-1,503	\$63.08	\$94,803.98
Sale	08/29/16	-376	\$62.50	\$23,500.00
Sale	08/29/16	-1,865	\$62.55	\$116,646.98
Sale	08/30/16	-1,878	\$62.04	\$116,508.87
Sale	08/31/16	-126	\$61.80	\$7,786.99
Purchase	08/31/16	74,700	\$61.94	(\$4,627,052.46)
Purchase	09/27/16	6,153	\$63.80	(\$392,539.25)
Purchase	10/20/16	8,307	\$60.96	(\$506,386.41)
Purchase	11/08/16	700	\$62.02	(\$43,414.00)
Sale	11/17/16	-8,258	\$58.72	\$484,925.45
Sale	11/17/16	-227	\$58.96	\$13,383.38
Sale	11/17/16	-7,285	\$59.03	\$430,058.32
Sale	11/18/16	-4,630	\$58.40	\$270,409.59
Purchase	11/22/16	6,224	\$59.28	(\$368,962.45)
Sale	11/29/16	-4,519	\$60.69	\$274,260.37
Sale	11/30/16	-2,288	\$59.21	\$135,469.51
Sale	12/01/16	-1,197	\$57.90	\$69,308.57
Sale	12/02/16	-796	\$58.32	\$46,424.55
Purchase	12/13/16	7,217	\$60.40	(\$435,937.11)
Sale	01/06/17	-3,108	\$60.84	\$189,090.72
Sale	01/06/17	-8,392	\$60.97	\$511,683.74
Purchase	01/20/17	10,349	\$61.41	(\$635,532.09)
Purchase	02/13/17	400	\$63.69	(\$25,476.00)
Purchase	02/24/17	7,378	\$65.95	(\$486,588.69)
Sale	03/08/17	-4,763	\$65.24	\$310,739.07
Sale	03/09/17	-1,809	\$65.29	\$118,105.63
Sale	03/10/17	-928	\$65.35	\$60,648.33
Purchase	03/22/17	1,010	\$67.57	(\$68,241.56)
Sale	04/07/17	-8,900	\$67.11	\$597,294.13
Purchase	04/10/17	50,200	\$66.93	(\$3,359,735.40)
Purchase	05/25/17	5,600	\$66.80	(\$374,085.04)
Sale	05/31/17	-427	\$68.38	\$29,198.26
Sale	05/31/17	-1,710	\$68.38	\$116,929.80
Purchase	06/06/17	2,323	\$68.74	(\$159,680.93)
Purchase	06/30/17	11,240	\$66.61	(\$748,694.15)

PG&E CORP. COMMON STOCK				
Transaction Type	Trade Date	Shares	Price Per Share	Cost / Proceeds
Purchase	07/24/17	1,168	\$67.90	(\$79,307.20)
Purchase	08/31/17	1,700	\$70.30	(\$119,510.51)
Sale	10/10/17	-8,637	\$69.16	\$597,294.33
Sale	10/11/17	-977	\$69.08	\$67,494.38
Sale	10/11/17	-4,936	\$69.30	\$342,064.80
Purchase	10/30/17	4,180	\$57.23	(\$239,222.65)
Sale	11/20/17	-2,900	\$52.65	\$152,685.00
Sale	11/30/17	-13,862	\$54.24	\$751,874.88
Sale	11/30/17	-41,586	\$54.24	\$2,255,624.64
Sale	11/30/17	-7,887	\$54.25	\$427,869.75
Sale	12/01/17	-15,727	\$54.28	\$853,636.40
Sale	12/04/17	-9,743	\$54.13	\$527,404.18
Sale	12/05/17	-12,339	\$53.54	\$660,590.58
Sale	12/06/17	-2,135	\$53.53	\$114,282.07
Sale	12/07/17	-4	\$53.01	\$212.03
Sale	12/08/17	-665	\$53.19	\$35,369.69
Sale	12/15/17	-5,000	\$53.05	\$265,250.00
Sale	01/31/18	-2,040	\$41.79	\$85,260.37
Sale	02/21/18	-500	\$39.79	\$19,895.00
Purchase	04/16/18	5,859	\$45.08	(\$264,123.72)
Purchase	04/16/18	94	\$45.30	(\$4,257.97)
Purchase	04/16/18	40,480	\$45.50	(\$1,842,026.21)
Purchase	04/17/18	3,307	\$45.91	(\$151,838.92)
Sale	05/31/18	-24,012	\$43.33	\$1,040,439.96

PACIFIC GAS & ELECTRIC CO. 6.050% due 03/01/2034				
Transaction Type	Trade Date	Par Value	Price	Cost / Proceeds
Purchase	05/11/16	850,000	\$132.53	(\$1,126,471.00)

PACIFIC GAS & ELECTRIC CO 4.600% due 06/15/2043				
Transaction Type	Trade Date	Par Value	Price	Cost / Proceeds
Purchase	06/03/15	125,000	\$101.50	(\$126,875.00)
Sale	08/14/15	-875,000	\$103.58	\$906,298.75

PACIFIC GAS & ELECTRIC CO 3.300% due 03/15/2027				
Transaction Type	Trade Date	Par Value	Price	Cost / Proceeds
Purchase	03/07/17	95,000	\$99.65	(\$94,662.75)

EXHIBIT C
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Electronic Proof of Claim_QXAUV27386

Final Audit Report

2019-10-21

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United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

☒ PG&E Corporation (19-30088)

☐ Pacific Gas and Electric Company (19-30089)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

Part 1: Identify the Claim

1. Who is the current creditor?	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION OF NEW MEXICO Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Lowenstein Sandler LLP Attn: Michael S. Etkin and Andrew Behlmann One Lowenstein Drive Roseland, NJ 07068 Contact phone 973-597-2500 Contact email abehlmann@lowenstein.com	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ Unliquidated (see addendum). Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Violations of federal securities laws (see addendum)

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Andrew Behlmann
Andrew Behlmann (Oct 21, 2019)

Email: abehlmann@lowenstein.com

Signature

Print the name of the person who is completing and signing this claim:

Name	Andrew David Behlmann		
	First name	Middle name	Last name
Title	Counsel		
Company	Lowenstein Sandler LLP		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	One Lowenstein Drive		
	Number	Street	
	Roseland	NJ	07068
	City	State	ZIP Code
Contact phone	973-597-2332		Email
			abehlmann@lowenstein.com

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ I have supporting documentation.
(attach below)

☐ I do not have supporting documentation.



Attachment

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of January 29, 2019.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).

- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://restructuring.primeclerk.com/pge>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor’s name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual’s tax identification number, or a financial account number, only the initials of a minor’s name, and only the year of any person’s date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):

Chico Service Center
350 Salem Street
Chico, CA 95928

Marysville Service Center
231 "D" Street
Marysville, CA 95901

Napa Service Center
1850 Soscol Ave. Ste 105
Napa, CA 94559

Oroville Service Center
1567 Huntoon Street
Oroville, CA 95965

Redding Service Center
3600 Meadow View Road
Redding, CA 96002

Santa Rosa Service Center
111 Stony Circle
Santa Rosa, CA 95401

Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.

Do not file these instructions with your form
--

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Additional counsel listed on Exhibit C

Bankruptcy Counsel to PERA

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtors.

Case No. 19-30088 (DM) (Lead Case)

Chapter 11

(Jointly Administered)

- ☒ Affects Both Debtors
☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company

**ADDENDUM TO PROOF OF CLAIM
OF PUBLIC EMPLOYEES RETIREMENT
ASSOCIATION OF NEW MEXICO**

1 Public Employees Retirement Association of New Mexico (“PERA”), the court-
2 appointed lead plaintiff in the securities class action captioned as *In re PG&E Corporation*
3 *Securities Litigation*, Case No. 18-03509 (the “**Securities Litigation**”), pending in the United
4 States District Court for the Northern District of California (the “**District Court**”), hereby
5 submits this proof of claim (the “**Proof of Claim**”) against each of the debtors in possession (the
6 “**Debtors**”) in the above-captioned chapter 11 bankruptcy cases (the “**Chapter 11 Cases**”).

7 **A. The Securities Litigation**

8 1. On May 28, 2019, Lead Plaintiff filed the *Third Amended Consolidated Class Action*
9 *Complaint for Violation of the Federal Securities Laws* (the “**TAC**”) in the Securities Litigation.¹
10 In the TAC, Lead Plaintiff, on behalf of itself and a proposed class comprised of all persons and
11 entities who, during the period from April 29, 2015 through November 15, 2018, inclusive (the
12 “**Class Period**”), purchased or otherwise acquired publicly traded securities of the Debtors and
13 were damaged thereby, asserts claims pursuant to (a) the Securities Exchange Act of 1934 (the
14 “**Exchange Act**”) against certain of the Debtors’ current and former officers and directors (the
15 “**Exchange Act Defendants**”) and (b) the Securities Act of 1933 (the “**Securities Act**”), against
16 certain of the Debtors’ current and former officers and directors and the underwriters
17 (collectively, the “**Securities Act Defendants**” and together with the Exchange Act Defendants,
18 the “**Defendants**”) of the Debtors’ four public senior notes offerings (the “**Notes Offerings**”) on
19 March 1, 2016, December 1, 2016, March 10, 2017, and April 2, 2018, in which the Debtors
20 offered and sold approximately \$4.35 billion of registered senior notes. As more fully set forth
21 in the TAC:

- 22 • the Debtors and the Exchange Act Defendants violated Sections 10(b) and 20(a)
23 of the Exchange Act and SEC Rule 10b-5 promulgated thereunder by misleading
24 investors in the Debtors’ securities from April 29, 2015 through November 15,
25 2018, and
- 26 • the Debtors and the Securities Act Defendants violated Sections 11 and 15 of the

27 ¹ The Debtors are named as Exchange Act Defendants in the TAC, subject to an express
28 acknowledgment that the Securities Litigation cannot proceed against them in the District
Court at this time due to the automatic stay.

1 Securities Act in connection with the Notes Offerings, for which the offering
2 documents contained thirty-four materially misleading statements.

3 2. A true and correct copy of the cover page and table of contents of the TAC is
4 annexed hereto as **Exhibit A**. The TAC and the allegations set forth therein are incorporated in
5 their entirety into this Proof of Claim by reference.

6 **B. The Claim**

7 3. As of the Petition Date, the Debtors were, and currently remain, liable to PERA in an
8 amount not yet determined, plus interest, costs, and attorneys' fees as may be allowed (the
9 "**Claim**"). The facts, circumstances, acts, and omissions described in the allegations of the TAC,
10 as may be amended and/or supplemented from time to time, form the basis of the Claim. A
11 schedule of PERA's transactions in the Debtors' securities during the Class Period is annexed
12 hereto as **Exhibit B**.

13 4. PERA reserves the right to amend and/or supplement this Proof of Claim from time
14 to time for any appropriate purpose.

15 5. The Claim is not founded upon a specific writing, although certain documents, too
16 voluminous and burdensome to annex hereto, which, upon information and belief, relate to the
17 violations of various laws and duties and actionable conduct by the Debtors, from which the
18 Claim arises, may be available. In addition, certain of these documents, as well as other
19 documents, may become available through discovery with respect to the Claim and/or the
20 Securities Litigation.

21 6. No payments have been made on account of the Claim.

22 7. The Claim is not subject to any setoff or counterclaim.

23 8. No security interest is held for the Claim.

24 9. The Claim is asserted in addition to, and not in lieu of, any and all other claims that
25 PERA may have against the Debtors, the Defendants, and any other defendants now or hereafter
26 named, or that could be named, in the Securities Litigation.

27 **D. Reservation of Rights**

28 10. PERA reserves all rights (including but not limited to arguments, counterarguments,

1 and defenses) in connection with the Securities Litigation, and further reserves all rights with
2 respect to the Claim, including but not limited to the right to amend and/or supplement this Proof
3 of Claim from time to time and/or move to withdraw the bankruptcy reference with respect to
4 any claim, cause of action, issue, or proceeding, whether or not encompassed in the Claim or
5 asserted in this Proof of Claim.

6 11. This Proof of Claim and any subsequent appearance, pleading, claim, or suit made or
7 filed by PERA, whether in its individual capacity or as lead plaintiff in the Securities Litigation,
8 shall not be deemed to:

- 9 • constitute a submission by PERA to the jurisdiction of the Bankruptcy Court;
- 10 • constitute consent by PERA to entry by the Bankruptcy Court of any final order
11 in any non-core proceeding, **which consent is hereby withheld unless - and**
12 **solely to the extent - expressly granted in the future with respect to a specific**
13 **proceeding;**
- 14 • waive any substantive or procedural rights of PERA, including but not limited to
15 (a) the right to challenge the constitutional authority of this Bankruptcy Court to
16 enter a final order or judgment on any matter; (b) the right to have final orders in
17 non-core matters entered only after *de novo* review by a United States District
18 Court; (c) the right to trial by jury in any proceedings so triable herein, in the
19 Securities Litigation, or in any other case, controversy, or proceeding related to
20 or arising from the Debtors, these chapter 11 cases, any related proceedings, or
21 the Securities Litigation; (d) the right to have a United States District Court
22 withdraw the reference in any matter subject to mandatory or discretionary
23 withdrawal; (e) the right to request that the Bankruptcy Court abstain from
24 hearing the merits of the Claim pursuant to 28 U.S.C. § 1334(c); (f) the right to
25 assert any and all claims or rights against others jointly or severally liable for the
26 sums claimed herein; or (g) all other rights, claims, actions, arguments,
27 counterarguments, defenses, setoffs, or recoupments to which PERA is or may be
28 entitled under agreements, at law, in equity, or otherwise, all of which rights,

claims, actions, arguments, counterarguments, defenses, setoffs, and recoupments are expressly reserved, nor shall this proof of claim be deemed to constitute consent to electronic service of any pleading or papers for which mailed or personal service is required under any applicable law, rule, regulation, or order.

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EXHIBIT A
COVER PAGE AND TOC OF THIRD AMENDED COMPLAINT²

² Due to page length and file size limitations imposed by the Debtors' claims and noticing agent, only the cover page and table of contents of the TAC are annexed hereto. However, as indicated above, the TAC is incorporated in its entirety into this Proof of Claim by reference.

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Liaison Counsel for the Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE PG&E CORPORATION
SECURITIES LITIGATION

Civil Action No. 3:18-cv-03509-EJD

THIRD AMENDED CONSOLIDATED CLASS
ACTION COMPLAINT FOR VIOLATION OF
THE FEDERAL SECURITIES LAWS

JURY TRIAL DEMANDED

THIRD AMENDED CONSOLIDATED CLASS ACTION COMPLAINT
CIVIL ACTION No. 3:18-cv-03509-EJD

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**EXHIBIT B
TRANSACTIONS**

PG&E CORP. COMMON STOCK				
Transaction Type	Trade Date	Shares	Price Per Share	Cost / Proceeds
Purchase	06/03/15	1,000	\$51.97	(\$51,970.00)
Purchase	06/03/15	2,000	\$51.97	(\$103,940.00)
Purchase	07/13/15	2,500	\$51.15	(\$127,872.75)
Purchase	03/10/16	1,100	\$56.95	(\$62,645.99)
Purchase	06/24/16	3,200	\$62.66	(\$200,512.00)
Purchase	08/09/16	94,400	\$63.60	(\$6,004,113.76)
Sale	08/25/16	-54	\$63.56	\$3,432.41
Sale	08/25/16	-1,691	\$63.58	\$107,512.43
Purchase	08/25/16	11,768	\$63.66	(\$749,143.82)
Sale	08/26/16	-1,315	\$62.99	\$82,826.06
Sale	08/26/16	-1,503	\$63.08	\$94,803.98
Sale	08/29/16	-376	\$62.50	\$23,500.00
Sale	08/29/16	-1,865	\$62.55	\$116,646.98
Sale	08/30/16	-1,878	\$62.04	\$116,508.87
Sale	08/31/16	-126	\$61.80	\$7,786.99
Purchase	08/31/16	74,700	\$61.94	(\$4,627,052.46)
Purchase	09/27/16	6,153	\$63.80	(\$392,539.25)
Purchase	10/20/16	8,307	\$60.96	(\$506,386.41)
Purchase	11/08/16	700	\$62.02	(\$43,414.00)
Sale	11/17/16	-8,258	\$58.72	\$484,925.45
Sale	11/17/16	-227	\$58.96	\$13,383.38
Sale	11/17/16	-7,285	\$59.03	\$430,058.32
Sale	11/18/16	-4,630	\$58.40	\$270,409.59
Purchase	11/22/16	6,224	\$59.28	(\$368,962.45)
Sale	11/29/16	-4,519	\$60.69	\$274,260.37
Sale	11/30/16	-2,288	\$59.21	\$135,469.51
Sale	12/01/16	-1,197	\$57.90	\$69,308.57
Sale	12/02/16	-796	\$58.32	\$46,424.55
Purchase	12/13/16	7,217	\$60.40	(\$435,937.11)
Sale	01/06/17	-3,108	\$60.84	\$189,090.72
Sale	01/06/17	-8,392	\$60.97	\$511,683.74
Purchase	01/20/17	10,349	\$61.41	(\$635,532.09)
Purchase	02/13/17	400	\$63.69	(\$25,476.00)
Purchase	02/24/17	7,378	\$65.95	(\$486,588.69)
Sale	03/08/17	-4,763	\$65.24	\$310,739.07
Sale	03/09/17	-1,809	\$65.29	\$118,105.63
Sale	03/10/17	-928	\$65.35	\$60,648.33
Purchase	03/22/17	1,010	\$67.57	(\$68,241.56)
Sale	04/07/17	-8,900	\$67.11	\$597,294.13
Purchase	04/10/17	50,200	\$66.93	(\$3,359,735.40)
Purchase	05/25/17	5,600	\$66.80	(\$374,085.04)
Sale	05/31/17	-427	\$68.38	\$29,198.26
Sale	05/31/17	-1,710	\$68.38	\$116,929.80
Purchase	06/06/17	2,323	\$68.74	(\$159,680.93)
Purchase	06/30/17	11,240	\$66.61	(\$748,694.15)

PG&E CORP. COMMON STOCK				
Transaction Type	Trade Date	Shares	Price Per Share	Cost / Proceeds
Purchase	07/24/17	1,168	\$67.90	(\$79,307.20)
Purchase	08/31/17	1,700	\$70.30	(\$119,510.51)
Sale	10/10/17	-8,637	\$69.16	\$597,294.33
Sale	10/11/17	-977	\$69.08	\$67,494.38
Sale	10/11/17	-4,936	\$69.30	\$342,064.80
Purchase	10/30/17	4,180	\$57.23	(\$239,222.65)
Sale	11/20/17	-2,900	\$52.65	\$152,685.00
Sale	11/30/17	-13,862	\$54.24	\$751,874.88
Sale	11/30/17	-41,586	\$54.24	\$2,255,624.64
Sale	11/30/17	-7,887	\$54.25	\$427,869.75
Sale	12/01/17	-15,727	\$54.28	\$853,636.40
Sale	12/04/17	-9,743	\$54.13	\$527,404.18
Sale	12/05/17	-12,339	\$53.54	\$660,590.58
Sale	12/06/17	-2,135	\$53.53	\$114,282.07
Sale	12/07/17	-4	\$53.01	\$212.03
Sale	12/08/17	-665	\$53.19	\$35,369.69
Sale	12/15/17	-5,000	\$53.05	\$265,250.00
Sale	01/31/18	-2,040	\$41.79	\$85,260.37
Sale	02/21/18	-500	\$39.79	\$19,895.00
Purchase	04/16/18	5,859	\$45.08	(\$264,123.72)
Purchase	04/16/18	94	\$45.30	(\$4,257.97)
Purchase	04/16/18	40,480	\$45.50	(\$1,842,026.21)
Purchase	04/17/18	3,307	\$45.91	(\$151,838.92)
Sale	05/31/18	-24,012	\$43.33	\$1,040,439.96

PACIFIC GAS & ELECTRIC CO. 6.050% due 03/01/2034				
Transaction Type	Trade Date	Par Value	Price	Cost / Proceeds
Purchase	05/11/16	850,000	\$132.53	(\$1,126,471.00)

PACIFIC GAS & ELECTRIC CO 4.600% due 06/15/2043				
Transaction Type	Trade Date	Par Value	Price	Cost / Proceeds
Purchase	06/03/15	125,000	\$101.50	(\$126,875.00)
Sale	08/14/15	-875,000	\$103.58	\$906,298.75

PACIFIC GAS & ELECTRIC CO 3.300% due 03/15/2027				
Transaction Type	Trade Date	Par Value	Price	Cost / Proceeds
Purchase	03/07/17	95,000	\$99.65	(\$94,662.75)

EXHIBIT C
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Electronic Proof of Claim_CTNKU27386

Final Audit Report

2019-10-21

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United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

- ☐ PG&E Corporation (19-30088)
- ☒ Pacific Gas and Electric Company (19-30089)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

Part 1: Identify the Claim

1. Who is the current creditor?	York County on behalf of the County of York Retirement Fund Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Lowenstein Sandler LLP Attn: Michael S. Etkin and Andrew Behlmann One Lowenstein Drive Roseland, NJ 07068 Contact phone 973-597-2500 Contact email 973-597-2400	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ Unliquidated (see addendum). Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Violations of federal securities laws (see addendum)

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Andrew Behlmann
Andrew Behlmann (Oct 21, 2019)

Email: abehlmann@lowenstein.com

Signature

Print the name of the person who is completing and signing this claim:

Name	Andrew David Behlmann		
	First name	Middle name	Last name
Title	Counsel		
Company	Lowenstein Sandler LLP		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	One Lowenstein Drive		
	Number	Street	
	Roseland	NJ	07068
	City	State	ZIP Code
Contact phone	973-597-2332		Email
			abehlmann@lowenstein.com

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ I have supporting documentation.
(attach below)

☐ I do not have supporting documentation.



Attachment

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of January 29, 2019.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).

- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://restructuring.primeclerk.com/page>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):

Chico Service Center
350 Salem Street
Chico, CA 95928

Marysville Service Center
231 "D" Street
Marysville, CA 95901

Napa Service Center
1850 Soscol Ave. Ste 105
Napa, CA 94559

Oroville Service Center
1567 Huntoon Street
Oroville, CA 95965

Redding Service Center
3600 Meadow View Road
Redding, CA 96002

Santa Rosa Service Center
111 Stony Circle
Santa Rosa, CA 95401

Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.

Do not file these instructions with your form
--

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtors.

☒ Affects Both Debtors
☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company

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Case No. 19-30088 (DM) (Lead Case)

Chapter 11

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM

1 The creditor identified on the accompanying proof of claim form (“**Claimant**”), one of
2 the named plaintiffs in the securities class action captioned as *In re PG&E Corporation*
3 *Securities Litigation*, Case No. 18-03509 (the “**Securities Litigation**”), pending in the United
4 States District Court for the Northern District of California (the “**District Court**”), hereby
5 submits this proof of claim (the “**Proof of Claim**”) against each of the debtors in possession (the
6 “**Debtors**”) in the above-captioned chapter 11 bankruptcy cases (the “**Chapter 11 Cases**”).

7 **A. The Securities Litigation**

8 1. On May 28, 2019, Claimant and the other plaintiffs in the Securities Litigation¹ filed
9 the *Third Amended Consolidated Class Action Complaint for Violation of the Federal Securities*
10 *Laws* (the “**TAC**”) in the Securities Litigation.² In the TAC, Lead Plaintiff, on behalf of itself
11 and a proposed class comprised of all persons and entities who, during the period from April 29,
12 2015 through November 15, 2018, inclusive (the “**Class Period**”), purchased or otherwise
13 acquired publicly traded securities of the Debtors and were damaged thereby, together with the
14 other plaintiffs in the Securities Litigation, asserts claims pursuant to (a) the Securities Exchange
15 Act of 1934 (the “**Exchange Act**”), against certain of the Debtors’ current and former officers
16 and directors (the “**Exchange Act Defendants**”), (b) the Securities Act of 1933 (the “**Securities**
17 **Act**”), against certain of the Debtors’ current and former officers and directors and the
18 underwriters (collectively, the “**Securities Act Defendants**” and together with the Exchange Act
19 Defendants, the “**Defendants**”) of the Debtors’ four public senior notes offerings (the “**Notes**
20 **Offerings**”) on March 1, 2016, December 1, 2016, March 10, 2017, and April 2, 2018, in which
21 the Debtors offered and sold approximately \$4.35 billion of registered senior notes. As more
22 fully set forth in the TAC:

- 23 • the Debtors and the Exchange Act Defendants violated Sections 10(b) and 20(a)

24 ¹ Public Employees Retirement Association of New Mexico is the court-appointed lead
25 plaintiff in the Securities Litigation (“**Lead Plaintiff**”). York County on behalf of the
26 County of York Retirement Fund, City of Warren Police and Fire Retirement System, and
Mid-Jersey Trucking Industry & Local No. 701 Pension Fund are additional named plaintiffs.

27 ² Before the Debtors filed these Chapter 11 Cases, the Debtors were named as defendants in
28 the cases that have been consolidated into the Securities Litigation. The Debtors are named
as Exchange Act Defendants in the TAC, but the Securities Litigation is not proceeding
against them due to the automatic stay.

of the Exchange Act and SEC Rule 10b-5 promulgated thereunder by misleading investors in the Debtors' securities from April 29, 2015 through November 15, 2018, and

- the Debtors and the Securities Act Defendants violated Sections 11 and 15 of the Securities Act in connection with the Notes Offerings, for which the offering documents contained thirty-four materially misleading statements.

2. A true and correct copy of the cover page and table of contents of the TAC is annexed hereto as **Exhibit A**. The TAC and the allegations set forth therein are incorporated in their entirety into this Proof of Claim by reference.

B. The Claim

3. As of the Petition Date, the Debtors were, and currently remain, liable to Claimant in an amount not yet determined, plus interest, costs, and attorneys' fees as may be allowed (the "**Claim**"). The facts, circumstances, acts, and omissions described in the allegations of the TAC, as may be amended and/or supplemented from time to time, form the basis of the Claim. A schedule of Claimant's transactions in the Debtors' securities during the Class Period is annexed hereto as **Exhibit B**.

4. Claimant reserves the right to amend and/or supplement this Proof of Claim from time to time for any appropriate purpose.

5. The Claim is not founded upon a specific writing, although certain documents, too voluminous and burdensome to annex hereto, which, upon information and belief, relate to the violations of various laws and duties and actionable conduct by the Debtors, from which the Claim arises, may be available. In addition, certain of these documents, as well as other documents, may become available through discovery with respect to the Claim and/or the Securities Litigation.

6. No payments have been made on account of the Claim.

7. The Claim is not subject to any setoff or counterclaim.

8. No security interest is held for the Claim.

9. The Claim is asserted in addition to, and not in lieu of, any and all other claims that

1 Claimant may have against the Debtors, the Defendants, and any other defendants now or
2 hereafter named, or that could be named, in the Securities Litigation.

3 **D. Reservation of Rights**

4 10. Claimant reserves all rights (including but not limited to arguments,
5 counterarguments, and defenses) in connection with the Securities Litigation, and further
6 reserves all rights with respect to the Claim, including but not limited to the right to amend
7 and/or supplement this Proof of Claim from time to time and/or move to withdraw the
8 bankruptcy reference with respect to any claim, cause of action, issue, or proceeding, whether or
9 not encompassed in the Claim or asserted in this Proof of Claim.

10 11. This Proof of Claim and any subsequent appearance, pleading, claim, or suit made or
11 filed by Claimant shall not be deemed to:

- 12 • constitute a submission by Claimant to the jurisdiction of the Bankruptcy Court;
- 13 • constitute consent by Claimant to entry by the Bankruptcy Court of any final
14 order in any non-core proceeding, **which consent is hereby withheld unless -**
15 **and solely to the extent - expressly granted in the future with respect to a**
16 **specific proceeding;**
- 17 • waive any substantive or procedural rights of Claimant, including but not limited
18 to (a) the right to challenge the constitutional authority of this Bankruptcy Court
19 to enter a final order or judgment on any matter; (b) the right to have final orders
20 in non-core matters entered only after *de novo* review by a United States District
21 Court; (c) the right to trial by jury in any proceedings so triable herein, in the
22 Securities Litigation, or in any other case, controversy, or proceeding related to
23 or arising from the Debtors, these chapter 11 cases, any related proceedings, or
24 the Securities Litigation; (d) the right to have a United States District Court
25 withdraw the reference in any matter subject to mandatory or discretionary
26 withdrawal; (e) the right to request that the Bankruptcy Court abstain from
27 hearing the merits of the Claim pursuant to 28 U.S.C. § 1334(c); (f) the right to
28 assert any and all claims or rights against others jointly or severally liable for the

1 sums claimed herein; or (g) all other rights, claims, actions, arguments,
2 counterarguments, defenses, setoffs, or recoupments to which Claimant is or may
3 be entitled under agreements, at law, in equity, or otherwise, all of which rights,
4 claims, actions, arguments, counterarguments, defenses, setoffs, and recoupments
5 are expressly reserved, nor shall this proof of claim be deemed to constitute
6 consent to electronic service of any pleading or papers for which mailed or
7 personal service is required under any applicable law, rule, regulation, or order.
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EXHIBIT A
COVER PAGE AND TOC OF THIRD AMENDED COMPLAINT³

³ Due to page length and file size limitations imposed by the Debtors' claims and noticing agent, only the cover page and table of contents of the TAC are annexed hereto. However, as indicated above, the TAC is incorporated in its entirety into this Proof of Claim by reference.

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE PG&E CORPORATION
SECURITIES LITIGATION

Civil Action No. 3:18-cv-03509-EJD

THIRD AMENDED CONSOLIDATED CLASS
ACTION COMPLAINT FOR VIOLATION OF
THE FEDERAL SECURITIES LAWS

JURY TRIAL DEMANDED

THIRD AMENDED CONSOLIDATED CLASS ACTION COMPLAINT
CIVIL ACTION No. 3:18-cv-03509-EJD

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EXHIBIT B
YORK COUNTY ON BEHALF OF THE COUNTY OF YORK RETIREMENT FUND
TRANSACTIONS

Bonds

<u>Date Acquired</u>	<u>Type of Debt</u>	<u>Face Amount</u>	<u>Price</u>
05/03/2018	2.95% due 03/01/2026	112,000	\$92.16
05/30/2018	2.95% due 03/01/2026	212,000	\$91.95
11/27/2017	3.3% due 12/01/2027	162,000	\$99.70
11/27/2017	3.3% due 12/01/2027	162,000	\$99.99
05/14/2018 ^a	3.3% due 12/01/2027	212,000	\$92.51

<u>Date Sold</u>	<u>Type of Debt</u>	<u>Face Amount</u>	<u>Price</u>
11/15/2018	2.95% due 03/01/2026	25,000	\$80.00
11/15/2018	2.95% due 03/01/2026	25,000	\$81.00
11/15/2018	2.95% due 03/01/2026	46,000	\$79.92
11/15/2018	2.95% due 03/01/2026	64,000	\$81.63
11/15/2018	2.95% due 03/01/2026	64,000	\$82.25
11/16/2018	2.95% due 03/01/2026	38,000	\$87.00
01/09/2019	2.95% due 03/01/2026	62,000	\$79.00
05/03/2018	3.3% due 12/01/2027	112,000	\$92.92
05/14/2018 ^a	3.3% due 12/01/2027	212,000	\$92.51
05/30/2018	3.3% due 12/01/2027	212,000	\$92.73

^aDebt exchange offer.







Electronic Proof of Claim_BJIYB27386

Final Audit Report

2019-10-21

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-  (User email address provided through API User-Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/76.0.3809.100 Safari/537.36)
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2019-10-21 - 2:58:34 PM GMT

United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

- ☐ PG&E Corporation (19-30088)
- ☒ Pacific Gas and Electric Company (19-30089)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

Part 1: Identify the Claim

1. Who is the current creditor?	York County on behalf of the County of York Retirement Fund Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Lowenstein Sandler LLP Attn: Michael S. Etkin and Andrew Behlmann One Lowenstein Drive Roseland, NJ 07068 Contact phone 973-597-2500 Contact email 973-597-2400	Where should payments to the creditor be sent? (if different) Contact phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ Unliquidated (see addendum). Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Violations of federal securities laws (see addendum)

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Andrew Behlmann
Andrew Behlmann (Oct 21, 2019)

Email: abehlmann@lowenstein.com

Signature

Print the name of the person who is completing and signing this claim:

Name	Andrew David Behlmann		
	First name	Middle name	Last name
Title	Counsel		
Company	Lowenstein Sandler LLP		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	One Lowenstein Drive		
	Number	Street	
	Roseland	NJ	07068
	City	State	ZIP Code
Contact phone	973-597-2332		Email
			abehlmann@lowenstein.com

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ I have supporting documentation.
(attach below)

☐ I do not have supporting documentation.



Attachment

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of January 29, 2019.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).

- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://restructuring.primeclerk.com/pge>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor’s name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual’s tax identification number, or a financial account number, only the initials of a minor’s name, and only the year of any person’s date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):

Chico Service Center
350 Salem Street
Chico, CA 95928

Marysville Service Center
231 "D" Street
Marysville, CA 95901

Napa Service Center
1850 Soscol Ave. Ste 105
Napa, CA 94559

Oroville Service Center
1567 Huntoon Street
Oroville, CA 95965

Redding Service Center
3600 Meadow View Road
Redding, CA 96002

Santa Rosa Service Center
111 Stony Circle
Santa Rosa, CA 95401

Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.

Do not file these instructions with your form
--

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Counsel to Claimant

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtors.

☒ Affects Both Debtors
☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company

MICHELSON LAW GROUP
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kennyb@rgrdlaw.com

Case No. 19-30088 (DM) (Lead Case)

Chapter 11

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM

1 The creditor identified on the accompanying proof of claim form (“**Claimant**”), one of
2 the named plaintiffs in the securities class action captioned as *In re PG&E Corporation*
3 *Securities Litigation*, Case No. 18-03509 (the “**Securities Litigation**”), pending in the United
4 States District Court for the Northern District of California (the “**District Court**”), hereby
5 submits this proof of claim (the “**Proof of Claim**”) against each of the debtors in possession (the
6 “**Debtors**”) in the above-captioned chapter 11 bankruptcy cases (the “**Chapter 11 Cases**”).

7 **A. The Securities Litigation**

8 1. On May 28, 2019, Claimant and the other plaintiffs in the Securities Litigation¹ filed
9 the *Third Amended Consolidated Class Action Complaint for Violation of the Federal Securities*
10 *Laws* (the “**TAC**”) in the Securities Litigation.² In the TAC, Lead Plaintiff, on behalf of itself
11 and a proposed class comprised of all persons and entities who, during the period from April 29,
12 2015 through November 15, 2018, inclusive (the “**Class Period**”), purchased or otherwise
13 acquired publicly traded securities of the Debtors and were damaged thereby, together with the
14 other plaintiffs in the Securities Litigation, asserts claims pursuant to (a) the Securities Exchange
15 Act of 1934 (the “**Exchange Act**”), against certain of the Debtors’ current and former officers
16 and directors (the “**Exchange Act Defendants**”), (b) the Securities Act of 1933 (the “**Securities**
17 **Act**”), against certain of the Debtors’ current and former officers and directors and the
18 underwriters (collectively, the “**Securities Act Defendants**” and together with the Exchange Act
19 Defendants, the “**Defendants**”) of the Debtors’ four public senior notes offerings (the “**Notes**
20 **Offerings**”) on March 1, 2016, December 1, 2016, March 10, 2017, and April 2, 2018, in which
21 the Debtors offered and sold approximately \$4.35 billion of registered senior notes. As more
22 fully set forth in the TAC:

- 23 • the Debtors and the Exchange Act Defendants violated Sections 10(b) and 20(a)

24 ¹ Public Employees Retirement Association of New Mexico is the court-appointed lead
25 plaintiff in the Securities Litigation (“**Lead Plaintiff**”). York County on behalf of the
26 County of York Retirement Fund, City of Warren Police and Fire Retirement System, and
Mid-Jersey Trucking Industry & Local No. 701 Pension Fund are additional named plaintiffs.

27 ² Before the Debtors filed these Chapter 11 Cases, the Debtors were named as defendants in
28 the cases that have been consolidated into the Securities Litigation. The Debtors are named
as Exchange Act Defendants in the TAC, but the Securities Litigation is not proceeding
against them due to the automatic stay.

of the Exchange Act and SEC Rule 10b-5 promulgated thereunder by misleading investors in the Debtors' securities from April 29, 2015 through November 15, 2018, and

- the Debtors and the Securities Act Defendants violated Sections 11 and 15 of the Securities Act in connection with the Notes Offerings, for which the offering documents contained thirty-four materially misleading statements.

2. A true and correct copy of the cover page and table of contents of the TAC is annexed hereto as **Exhibit A**. The TAC and the allegations set forth therein are incorporated in their entirety into this Proof of Claim by reference.

B. The Claim

3. As of the Petition Date, the Debtors were, and currently remain, liable to Claimant in an amount not yet determined, plus interest, costs, and attorneys' fees as may be allowed (the "**Claim**"). The facts, circumstances, acts, and omissions described in the allegations of the TAC, as may be amended and/or supplemented from time to time, form the basis of the Claim. A schedule of Claimant's transactions in the Debtors' securities during the Class Period is annexed hereto as **Exhibit B**.

4. Claimant reserves the right to amend and/or supplement this Proof of Claim from time to time for any appropriate purpose.

5. The Claim is not founded upon a specific writing, although certain documents, too voluminous and burdensome to annex hereto, which, upon information and belief, relate to the violations of various laws and duties and actionable conduct by the Debtors, from which the Claim arises, may be available. In addition, certain of these documents, as well as other documents, may become available through discovery with respect to the Claim and/or the Securities Litigation.

6. No payments have been made on account of the Claim.

7. The Claim is not subject to any setoff or counterclaim.

8. No security interest is held for the Claim.

9. The Claim is asserted in addition to, and not in lieu of, any and all other claims that

1 Claimant may have against the Debtors, the Defendants, and any other defendants now or
2 hereafter named, or that could be named, in the Securities Litigation.

3 **D. Reservation of Rights**

4 10. Claimant reserves all rights (including but not limited to arguments,
5 counterarguments, and defenses) in connection with the Securities Litigation, and further
6 reserves all rights with respect to the Claim, including but not limited to the right to amend
7 and/or supplement this Proof of Claim from time to time and/or move to withdraw the
8 bankruptcy reference with respect to any claim, cause of action, issue, or proceeding, whether or
9 not encompassed in the Claim or asserted in this Proof of Claim.

10 11. This Proof of Claim and any subsequent appearance, pleading, claim, or suit made or
11 filed by Claimant shall not be deemed to:

- 12 • constitute a submission by Claimant to the jurisdiction of the Bankruptcy Court;
- 13 • constitute consent by Claimant to entry by the Bankruptcy Court of any final
14 order in any non-core proceeding, **which consent is hereby withheld unless -**
15 **and solely to the extent - expressly granted in the future with respect to a**
16 **specific proceeding;**
- 17 • waive any substantive or procedural rights of Claimant, including but not limited
18 to (a) the right to challenge the constitutional authority of this Bankruptcy Court
19 to enter a final order or judgment on any matter; (b) the right to have final orders
20 in non-core matters entered only after *de novo* review by a United States District
21 Court; (c) the right to trial by jury in any proceedings so triable herein, in the
22 Securities Litigation, or in any other case, controversy, or proceeding related to
23 or arising from the Debtors, these chapter 11 cases, any related proceedings, or
24 the Securities Litigation; (d) the right to have a United States District Court
25 withdraw the reference in any matter subject to mandatory or discretionary
26 withdrawal; (e) the right to request that the Bankruptcy Court abstain from
27 hearing the merits of the Claim pursuant to 28 U.S.C. § 1334(c); (f) the right to
28 assert any and all claims or rights against others jointly or severally liable for the

1 sums claimed herein; or (g) all other rights, claims, actions, arguments,
2 counterarguments, defenses, setoffs, or recoupments to which Claimant is or may
3 be entitled under agreements, at law, in equity, or otherwise, all of which rights,
4 claims, actions, arguments, counterarguments, defenses, setoffs, and recoupments
5 are expressly reserved, nor shall this proof of claim be deemed to constitute
6 consent to electronic service of any pleading or papers for which mailed or
7 personal service is required under any applicable law, rule, regulation, or order.
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EXHIBIT A
COVER PAGE AND TOC OF THIRD AMENDED COMPLAINT³

³ Due to page length and file size limitations imposed by the Debtors' claims and noticing agent, only the cover page and table of contents of the TAC are annexed hereto. However, as indicated above, the TAC is incorporated in its entirety into this Proof of Claim by reference.

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Liaison Counsel for the Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE PG&E CORPORATION
SECURITIES LITIGATION

Civil Action No. 3:18-cv-03509-EJD

THIRD AMENDED CONSOLIDATED CLASS
ACTION COMPLAINT FOR VIOLATION OF
THE FEDERAL SECURITIES LAWS

JURY TRIAL DEMANDED

THIRD AMENDED CONSOLIDATED CLASS ACTION COMPLAINT
CIVIL ACTION NO. 3:18-CV-03509-EJD

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EXHIBIT B
YORK COUNTY ON BEHALF OF THE COUNTY OF YORK RETIREMENT FUND
TRANSACTIONS

Bonds

<u>Date Acquired</u>	<u>Type of Debt</u>	<u>Face Amount</u>	<u>Price</u>
05/03/2018	2.95% due 03/01/2026	112,000	\$92.16
05/30/2018	2.95% due 03/01/2026	212,000	\$91.95
11/27/2017	3.3% due 12/01/2027	162,000	\$99.70
11/27/2017	3.3% due 12/01/2027	162,000	\$99.99
05/14/2018 ^a	3.3% due 12/01/2027	212,000	\$92.51

<u>Date Sold</u>	<u>Type of Debt</u>	<u>Face Amount</u>	<u>Price</u>
11/15/2018	2.95% due 03/01/2026	25,000	\$80.00
11/15/2018	2.95% due 03/01/2026	25,000	\$81.00
11/15/2018	2.95% due 03/01/2026	46,000	\$79.92
11/15/2018	2.95% due 03/01/2026	64,000	\$81.63
11/15/2018	2.95% due 03/01/2026	64,000	\$82.25
11/16/2018	2.95% due 03/01/2026	38,000	\$87.00
01/09/2019	2.95% due 03/01/2026	62,000	\$79.00
05/03/2018	3.3% due 12/01/2027	112,000	\$92.92
05/14/2018 ^a	3.3% due 12/01/2027	212,000	\$92.51
05/30/2018	3.3% due 12/01/2027	212,000	\$92.73

^aDebt exchange offer.







Electronic Proof of Claim_BJIYB27386

Final Audit Report

2019-10-21

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 -  Attachment
2019-10-21 - 2:58:32 PM GMT
-  Web Form filled in by Andrew Behlmann (abehlmann@lowenstein.com)
2019-10-21 - 2:58:32 PM GMT- IP address: 199.127.9.1
-  (User email address provided through API User-Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/76.0.3809.100 Safari/537.36)
2019-10-21 - 2:58:34 PM GMT- IP address: 199.127.9.1
-  Signed document emailed to Andrew Behlmann (abehlmann@lowenstein.com) and Prime Clerk E-Filing (efiling@primeclerk.com)
2019-10-21 - 2:58:34 PM GMT

United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

- ☐ PG&E Corporation (19-30088)
- ☒ Pacific Gas and Electric Company (19-30089)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

Part 1: Identify the Claim

1. Who is the current creditor?	City of Warren Police and Fire Retirement System Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Lowenstein Sandler LLP Attn: Michael S. Etkin and Andrew Behlmann One Lowenstein Drive Roseland, NJ 07068 Contact phone 973-597-2500 Contact email 973-597-2400	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ Unliquidated (see addendum). Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Violations of federal securities laws (see addendum)

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Andrew Behlmann
Andrew Behlmann (Oct 21, 2019)

Email: abehlmann@lowenstein.com

Signature

Print the name of the person who is completing and signing this claim:

Name	Andrew David Behlmann		
	First name	Middle name	Last name
Title	Counsel		
Company	Lowenstein Sandler LLP		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	One Lowenstein Drive		
	Number	Street	
	Roseland	NJ	07068
	City	State	ZIP Code
Contact phone	973-597-2332		Email
			abehlmann@lowenstein.com

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ I have supporting documentation.
(attach below)

☐ I do not have supporting documentation.



Attachment

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of January 29, 2019.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://restructuring.primeclerk.com/page>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor’s name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual’s tax identification number, or a financial account number, only the initials of a minor’s name, and only the year of any person’s date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):

Chico Service Center
350 Salem Street
Chico, CA 95928

Marysville Service Center
231 "D" Street
Marysville, CA 95901

Napa Service Center
1850 Soscol Ave. Ste 105
Napa, CA 94559

Oroville Service Center
1567 Huntoon Street
Oroville, CA 95965

Redding Service Center
3600 Meadow View Road
Redding, CA 96002

Santa Rosa Service Center
111 Stony Circle
Santa Rosa, CA 95401

Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.

Do not file these instructions with your form
--

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtors.

☒ Affects Both Debtors
☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company

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Case No. 19-30088 (DM) (Lead Case)

Chapter 11

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM

1 The creditor identified on the accompanying proof of claim form (“**Claimant**”), one of
2 the named plaintiffs in the securities class action captioned as *In re PG&E Corporation*
3 *Securities Litigation*, Case No. 18-03509 (the “**Securities Litigation**”), pending in the United
4 States District Court for the Northern District of California (the “**District Court**”), hereby
5 submits this proof of claim (the “**Proof of Claim**”) against each of the debtors in possession (the
6 “**Debtors**”) in the above-captioned chapter 11 bankruptcy cases (the “**Chapter 11 Cases**”).

7 **A. The Securities Litigation**

8 1. On May 28, 2019, Claimant and the other plaintiffs in the Securities Litigation¹ filed
9 the *Third Amended Consolidated Class Action Complaint for Violation of the Federal Securities*
10 *Laws* (the “**TAC**”) in the Securities Litigation.² In the TAC, Lead Plaintiff, on behalf of itself
11 and a proposed class comprised of all persons and entities who, during the period from April 29,
12 2015 through November 15, 2018, inclusive (the “**Class Period**”), purchased or otherwise
13 acquired publicly traded securities of the Debtors and were damaged thereby, together with the
14 other plaintiffs in the Securities Litigation, asserts claims pursuant to (a) the Securities Exchange
15 Act of 1934 (the “**Exchange Act**”), against certain of the Debtors’ current and former officers
16 and directors (the “**Exchange Act Defendants**”), (b) the Securities Act of 1933 (the “**Securities**
17 **Act**”), against certain of the Debtors’ current and former officers and directors and the
18 underwriters (collectively, the “**Securities Act Defendants**” and together with the Exchange Act
19 Defendants, the “**Defendants**”) of the Debtors’ four public senior notes offerings (the “**Notes**
20 **Offerings**”) on March 1, 2016, December 1, 2016, March 10, 2017, and April 2, 2018, in which
21 the Debtors offered and sold approximately \$4.35 billion of registered senior notes. As more
22 fully set forth in the TAC:

- 23 • the Debtors and the Exchange Act Defendants violated Sections 10(b) and 20(a)

24 ¹ Public Employees Retirement Association of New Mexico is the court-appointed lead
25 plaintiff in the Securities Litigation (“**Lead Plaintiff**”). York County on behalf of the
26 County of York Retirement Fund, City of Warren Police and Fire Retirement System, and
Mid-Jersey Trucking Industry & Local No. 701 Pension Fund are additional named plaintiffs.

27 ² Before the Debtors filed these Chapter 11 Cases, the Debtors were named as defendants in
28 the cases that have been consolidated into the Securities Litigation. The Debtors are named
as Exchange Act Defendants in the TAC, but the Securities Litigation is not proceeding
against them due to the automatic stay.

of the Exchange Act and SEC Rule 10b-5 promulgated thereunder by misleading investors in the Debtors' securities from April 29, 2015 through November 15, 2018, and

- the Debtors and the Securities Act Defendants violated Sections 11 and 15 of the Securities Act in connection with the Notes Offerings, for which the offering documents contained thirty-four materially misleading statements.

2. A true and correct copy of the cover page and table of contents of the TAC is annexed hereto as **Exhibit A**. The TAC and the allegations set forth therein are incorporated in their entirety into this Proof of Claim by reference.

B. The Claim

3. As of the Petition Date, the Debtors were, and currently remain, liable to Claimant in an amount not yet determined, plus interest, costs, and attorneys' fees as may be allowed (the "**Claim**"). The facts, circumstances, acts, and omissions described in the allegations of the TAC, as may be amended and/or supplemented from time to time, form the basis of the Claim. A schedule of Claimant's transactions in the Debtors' securities during the Class Period is annexed hereto as **Exhibit B**.

4. Claimant reserves the right to amend and/or supplement this Proof of Claim from time to time for any appropriate purpose.

5. The Claim is not founded upon a specific writing, although certain documents, too voluminous and burdensome to annex hereto, which, upon information and belief, relate to the violations of various laws and duties and actionable conduct by the Debtors, from which the Claim arises, may be available. In addition, certain of these documents, as well as other documents, may become available through discovery with respect to the Claim and/or the Securities Litigation.

6. No payments have been made on account of the Claim.

7. The Claim is not subject to any setoff or counterclaim.

8. No security interest is held for the Claim.

9. The Claim is asserted in addition to, and not in lieu of, any and all other claims that

1 Claimant may have against the Debtors, the Defendants, and any other defendants now or
2 hereafter named, or that could be named, in the Securities Litigation.

3 **D. Reservation of Rights**

4 10. Claimant reserves all rights (including but not limited to arguments,
5 counterarguments, and defenses) in connection with the Securities Litigation, and further
6 reserves all rights with respect to the Claim, including but not limited to the right to amend
7 and/or supplement this Proof of Claim from time to time and/or move to withdraw the
8 bankruptcy reference with respect to any claim, cause of action, issue, or proceeding, whether or
9 not encompassed in the Claim or asserted in this Proof of Claim.

10 11. This Proof of Claim and any subsequent appearance, pleading, claim, or suit made or
11 filed by Claimant shall not be deemed to:

- 12 • constitute a submission by Claimant to the jurisdiction of the Bankruptcy Court;
- 13 • constitute consent by Claimant to entry by the Bankruptcy Court of any final
14 order in any non-core proceeding, **which consent is hereby withheld unless -**
15 **and solely to the extent - expressly granted in the future with respect to a**
16 **specific proceeding;**
- 17 • waive any substantive or procedural rights of Claimant, including but not limited
18 to (a) the right to challenge the constitutional authority of this Bankruptcy Court
19 to enter a final order or judgment on any matter; (b) the right to have final orders
20 in non-core matters entered only after *de novo* review by a United States District
21 Court; (c) the right to trial by jury in any proceedings so triable herein, in the
22 Securities Litigation, or in any other case, controversy, or proceeding related to
23 or arising from the Debtors, these chapter 11 cases, any related proceedings, or
24 the Securities Litigation; (d) the right to have a United States District Court
25 withdraw the reference in any matter subject to mandatory or discretionary
26 withdrawal; (e) the right to request that the Bankruptcy Court abstain from
27 hearing the merits of the Claim pursuant to 28 U.S.C. § 1334(c); (f) the right to
28 assert any and all claims or rights against others jointly or severally liable for the

1 sums claimed herein; or (g) all other rights, claims, actions, arguments,
2 counterarguments, defenses, setoffs, or recoupments to which Claimant is or may
3 be entitled under agreements, at law, in equity, or otherwise, all of which rights,
4 claims, actions, arguments, counterarguments, defenses, setoffs, and recoupments
5 are expressly reserved, nor shall this proof of claim be deemed to constitute
6 consent to electronic service of any pleading or papers for which mailed or
7 personal service is required under any applicable law, rule, regulation, or order.
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EXHIBIT A
COVER PAGE AND TOC OF THIRD AMENDED COMPLAINT³

³ Due to page length and file size limitations imposed by the Debtors' claims and noticing agent, only the cover page and table of contents of the TAC are annexed hereto. However, as indicated above, the TAC is incorporated in its entirety into this Proof of Claim by reference.

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15

16 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
17 **SAN FRANCISCO DIVISION**

18
19
20 IN RE PG&E CORPORATION
21 SECURITIES LITIGATION
22

Civil Action No. 3:18-cv-03509-EJD

THIRD AMENDED CONSOLIDATED CLASS
ACTION COMPLAINT FOR VIOLATION OF
THE FEDERAL SECURITIES LAWS

JURY TRIAL DEMANDED

23
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THIRD AMENDED CONSOLIDATED CLASS ACTION COMPLAINT
CIVIL ACTION No. 3:18-cv-03509-EJD

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EXHIBIT B
CITY OF WARREN POLICE AND FIRE RETIREMENT SYSTEM
TRANSACTIONS

Common Stock

<u>Date Acquired</u>	<u>Amount of Shares Acquired</u>	<u>Price</u>
05/29/2015	21	\$53.47
12/18/2015	19	\$53.11
02/29/2016	15	\$56.73
03/31/2016	9	\$59.72
05/05/2016	956	\$59.15
05/31/2016	16	\$60.08
06/24/2016	65	\$62.66
07/06/2016	18	\$65.39
09/14/2016	23	\$61.43
12/16/2016	23	\$61.04
02/28/2017	19	\$66.75
03/31/2017	19	\$66.36
09/15/2017	29	\$70.28
12/15/2017	27	\$53.05
03/16/2018	25	\$45.08

<u>Date Sold</u>	<u>Amount of Shares Sold</u>	<u>Price</u>
07/08/2016	6	\$64.83
03/01/2017	8	\$65.85
03/27/2017	142	\$67.19
06/23/2017	27	\$68.03
06/22/2018	125	\$42.92
09/21/2018	223	\$46.79
10/15/2018	1,170	\$47.84

*Opening position of 1,081 shares for common stock.

Bonds

<u>Date Acquired</u>	<u>Type of Debt</u>	<u>Face Amount</u>	<u>Price</u>
12/21/2017	3.3% due 12/01/2027	75,000	\$98.89
05/01/2018	3.3% due 12/01/2027	25,000	\$93.09
05/14/2018*	3.3% due 12/01/2027	100,000	\$92.51
<u>Date Sold</u>	<u>Type of Debt</u>	<u>Face Amount</u>	<u>Price</u>
05/14/2018*	3.3% due 12/01/2027	100,000	\$92.51
01/14/2019	3.3% due 12/01/2027	100,000	\$78.00

*Debt exchange offer.

Electronic Proof of Claim_@A@EQ27386

Final Audit Report

2019-10-21

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2019-10-21 - 3:05:26 PM GMT- IP address: 199.127.9.1



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2019-10-21 - 3:05:29 PM GMT- IP address: 199.127.9.1



Signed document emailed to Andrew Behlmann (abehlmann@lowenstein.com) and Prime Clerk E-Filing (efiling@primeclerk.com)

2019-10-21 - 3:05:29 PM GMT

United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

- ☐ PG&E Corporation (19-30088)
- ☒ Pacific Gas and Electric Company (19-30089)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

Part 1: Identify the Claim

1. Who is the current creditor?	Mid-Jersey Trucking Industry & Local No. 701 Pension Fund Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Lowenstein Sandler LLP Attn: Michael S. Etkin & Andrew Behlmann One Lowenstein Drive Roseland, NJ 07068 Contact phone 973-597-2500 Contact email 973-597-2400	Where should payments to the creditor be sent? (if different) Contact phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ Unliquidated (see addendum). Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Violations of federal securities laws (see addendum)

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Andrew Behlmann
Andrew Behlmann (Oct 21, 2019)

Email: abehlmann@lowenstein.com

Signature

Print the name of the person who is completing and signing this claim:

Name	Andrew David Behlmann		
	First name	Middle name	Last name
Title	Counsel		
Company	Lowenstein Sandler LLP		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	One Lowenstein Drive		
	Number	Street	
	Roseland	NJ	07068
	City	State	ZIP Code
Contact phone	973-597-2332		Email
			abehlmann@lowenstein.com

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ I have supporting documentation.
(attach below)

☐ I do not have supporting documentation.



Attachment

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of January 29, 2019.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).

- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://restructuring.primeclerk.com/pge>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor’s name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual’s tax identification number, or a financial account number, only the initials of a minor’s name, and only the year of any person’s date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):

Chico Service Center
350 Salem Street
Chico, CA 95928

Marysville Service Center
231 "D" Street
Marysville, CA 95901

Napa Service Center
1850 Soscol Ave. Ste 105
Napa, CA 94559

Oroville Service Center
1567 Huntoon Street
Oroville, CA 95965

Redding Service Center
3600 Meadow View Road
Redding, CA 96002

Santa Rosa Service Center
111 Stony Circle
Santa Rosa, CA 95401

Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.

Do not file these instructions with your form
--

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Andrew Behlmann (*pro hac vice*)
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Counsel to Claimant

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtors.

☒ Affects Both Debtors
☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company

MICHELSON LAW GROUP
Randy Michelson (SBN 114095)
220 Montgomery Street, Suite 2100
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kennyb@rgrdlaw.com

Case No. 19-30088 (DM) (Lead Case)

Chapter 11

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM

1 The creditor identified on the accompanying proof of claim form (“**Claimant**”), one of
2 the named plaintiffs in the securities class action captioned as *In re PG&E Corporation*
3 *Securities Litigation*, Case No. 18-03509 (the “**Securities Litigation**”), pending in the United
4 States District Court for the Northern District of California (the “**District Court**”), hereby
5 submits this proof of claim (the “**Proof of Claim**”) against each of the debtors in possession (the
6 “**Debtors**”) in the above-captioned chapter 11 bankruptcy cases (the “**Chapter 11 Cases**”).

7 **A. The Securities Litigation**

8 1. On May 28, 2019, Claimant and the other plaintiffs in the Securities Litigation¹ filed
9 the *Third Amended Consolidated Class Action Complaint for Violation of the Federal Securities*
10 *Laws* (the “**TAC**”) in the Securities Litigation.² In the TAC, Lead Plaintiff, on behalf of itself
11 and a proposed class comprised of all persons and entities who, during the period from April 29,
12 2015 through November 15, 2018, inclusive (the “**Class Period**”), purchased or otherwise
13 acquired publicly traded securities of the Debtors and were damaged thereby, together with the
14 other plaintiffs in the Securities Litigation, asserts claims pursuant to (a) the Securities Exchange
15 Act of 1934 (the “**Exchange Act**”), against certain of the Debtors’ current and former officers
16 and directors (the “**Exchange Act Defendants**”), (b) the Securities Act of 1933 (the “**Securities**
17 **Act**”), against certain of the Debtors’ current and former officers and directors and the
18 underwriters (collectively, the “**Securities Act Defendants**” and together with the Exchange Act
19 Defendants, the “**Defendants**”) of the Debtors’ four public senior notes offerings (the “**Notes**
20 **Offerings**”) on March 1, 2016, December 1, 2016, March 10, 2017, and April 2, 2018, in which
21 the Debtors offered and sold approximately \$4.35 billion of registered senior notes. As more
22 fully set forth in the TAC:

- 23 • the Debtors and the Exchange Act Defendants violated Sections 10(b) and 20(a)

24 ¹ Public Employees Retirement Association of New Mexico is the court-appointed lead
25 plaintiff in the Securities Litigation (“**Lead Plaintiff**”). York County on behalf of the
26 County of York Retirement Fund, City of Warren Police and Fire Retirement System, and
Mid-Jersey Trucking Industry & Local No. 701 Pension Fund are additional named plaintiffs.

27 ² Before the Debtors filed these Chapter 11 Cases, the Debtors were named as defendants in
28 the cases that have been consolidated into the Securities Litigation. The Debtors are named
as Exchange Act Defendants in the TAC, but the Securities Litigation is not proceeding
against them due to the automatic stay.

of the Exchange Act and SEC Rule 10b-5 promulgated thereunder by misleading investors in the Debtors' securities from April 29, 2015 through November 15, 2018, and

- the Debtors and the Securities Act Defendants violated Sections 11 and 15 of the Securities Act in connection with the Notes Offerings, for which the offering documents contained thirty-four materially misleading statements.

2. A true and correct copy of the cover page and table of contents of the TAC is annexed hereto as **Exhibit A**. The TAC and the allegations set forth therein are incorporated in their entirety into this Proof of Claim by reference.

B. The Claim

3. As of the Petition Date, the Debtors were, and currently remain, liable to Claimant in an amount not yet determined, plus interest, costs, and attorneys' fees as may be allowed (the "**Claim**"). The facts, circumstances, acts, and omissions described in the allegations of the TAC, as may be amended and/or supplemented from time to time, form the basis of the Claim. A schedule of Claimant's transactions in the Debtors' securities during the Class Period is annexed hereto as **Exhibit B**.

4. Claimant reserves the right to amend and/or supplement this Proof of Claim from time to time for any appropriate purpose.

5. The Claim is not founded upon a specific writing, although certain documents, too voluminous and burdensome to annex hereto, which, upon information and belief, relate to the violations of various laws and duties and actionable conduct by the Debtors, from which the Claim arises, may be available. In addition, certain of these documents, as well as other documents, may become available through discovery with respect to the Claim and/or the Securities Litigation.

6. No payments have been made on account of the Claim.

7. The Claim is not subject to any setoff or counterclaim.

8. No security interest is held for the Claim.

9. The Claim is asserted in addition to, and not in lieu of, any and all other claims that

1 Claimant may have against the Debtors, the Defendants, and any other defendants now or
2 hereafter named, or that could be named, in the Securities Litigation.

3 **D. Reservation of Rights**

4 10. Claimant reserves all rights (including but not limited to arguments,
5 counterarguments, and defenses) in connection with the Securities Litigation, and further
6 reserves all rights with respect to the Claim, including but not limited to the right to amend
7 and/or supplement this Proof of Claim from time to time and/or move to withdraw the
8 bankruptcy reference with respect to any claim, cause of action, issue, or proceeding, whether or
9 not encompassed in the Claim or asserted in this Proof of Claim.

10 11. This Proof of Claim and any subsequent appearance, pleading, claim, or suit made or
11 filed by Claimant shall not be deemed to:

- 12 • constitute a submission by Claimant to the jurisdiction of the Bankruptcy Court;
- 13 • constitute consent by Claimant to entry by the Bankruptcy Court of any final
14 order in any non-core proceeding, **which consent is hereby withheld unless -**
15 **and solely to the extent - expressly granted in the future with respect to a**
16 **specific proceeding;**
- 17 • waive any substantive or procedural rights of Claimant, including but not limited
18 to (a) the right to challenge the constitutional authority of this Bankruptcy Court
19 to enter a final order or judgment on any matter; (b) the right to have final orders
20 in non-core matters entered only after *de novo* review by a United States District
21 Court; (c) the right to trial by jury in any proceedings so triable herein, in the
22 Securities Litigation, or in any other case, controversy, or proceeding related to
23 or arising from the Debtors, these chapter 11 cases, any related proceedings, or
24 the Securities Litigation; (d) the right to have a United States District Court
25 withdraw the reference in any matter subject to mandatory or discretionary
26 withdrawal; (e) the right to request that the Bankruptcy Court abstain from
27 hearing the merits of the Claim pursuant to 28 U.S.C. § 1334(c); (f) the right to
28 assert any and all claims or rights against others jointly or severally liable for the

1 sums claimed herein; or (g) all other rights, claims, actions, arguments,
2 counterarguments, defenses, setoffs, or recoupments to which Claimant is or may
3 be entitled under agreements, at law, in equity, or otherwise, all of which rights,
4 claims, actions, arguments, counterarguments, defenses, setoffs, and recoupments
5 are expressly reserved, nor shall this proof of claim be deemed to constitute
6 consent to electronic service of any pleading or papers for which mailed or
7 personal service is required under any applicable law, rule, regulation, or order.
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EXHIBIT A
COVER PAGE AND TOC OF THIRD AMENDED COMPLAINT³

³ Due to page length and file size limitations imposed by the Debtors' claims and noticing agent, only the cover page and table of contents of the TAC are annexed hereto. However, as indicated above, the TAC is incorporated in its entirety into this Proof of Claim by reference.

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15
16 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
17 **SAN FRANCISCO DIVISION**

18
19
20 IN RE PG&E CORPORATION
21 SECURITIES LITIGATION

Civil Action No. 3:18-cv-03509-EJD

THIRD AMENDED CONSOLIDATED CLASS
ACTION COMPLAINT FOR VIOLATION OF
THE FEDERAL SECURITIES LAWS

JURY TRIAL DEMANDED

22
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28
THIRD AMENDED CONSOLIDATED CLASS ACTION COMPLAINT
CIVIL ACTION No. 3:18-cv-03509-EJD

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EXHIBIT B
MID-JERSEY TRUCKING INDUSTRY & LOCAL NO. 701 PENSION FUND
TRANSACTIONS

Bonds

<u>Date Acquired</u>	<u>Type of Debt</u>	<u>Face Amount</u>	<u>Price</u>
12/22/2017	3.3% due 03/15/2027	65,000	\$98.80
01/31/2018	4.0% due 12/01/2046	20,000	\$97.97
11/14/2018	4.75% due 02/15/2044	5,000	\$77.76
10/19/2015	6.05% due 03/01/2034	16,000	\$121.84
10/21/2015	6.05% due 03/01/2034	4,000	\$122.19
11/03/2015	6.05% due 03/01/2034	10,000	\$120.06

<u>Date Sold</u>	<u>Type of Debt</u>	<u>Face Amount</u>	<u>Price</u>
01/14/2019	3.3% due 03/15/2027	65,000	\$78.00
01/14/2019	4.0% due 12/01/2046	20,000	\$75.75
01/14/2019	4.75% due 02/15/2044	5,000	\$76.57
03/10/2017	6.05% due 03/01/2034	5,000	\$123.44
01/29/2018	6.05% due 03/01/2034	15,000	\$123.00
01/31/2018	6.05% due 03/01/2034	10,000	\$122.65







Electronic Proof of Claim_PDK#R27386

Final Audit Report

2019-10-21

Created:	2019-10-21
By:	Prime Clerk E-Filing (efiling@primeclerk.com)
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2019-10-21 - 3:10:58 PM GMT
-  Andrew Behlmann (abehlmann@lowenstein.com) uploaded the following supporting documents:
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-  Signed document emailed to Andrew Behlmann (abehlmann@lowenstein.com) and Prime Clerk E-Filing (efiling@primeclerk.com)
2019-10-21 - 3:12:42 PM GMT

United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

☒ PG&E Corporation (19-30088)

☐ Pacific Gas and Electric Company (19-30089)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

Part 1: Identify the Claim

1. Who is the current creditor?	Mid-Jersey Trucking Industry & Local No. 701 Pension Fund Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Lowenstein Sandler LLP Attn: Michael S. Etkin & Andrew Behlmann One Lowenstein Drive Roseland, NJ 07068 Contact phone 973-597-2500 Contact email 973-597-2400	Where should payments to the creditor be sent? (if different) Contact phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ Unliquidated (see addendum). Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Violations of federal securities laws (see addendum)

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Andrew Behlmann
Andrew Behlmann (Oct 21, 2019)

Email: abehlmann@lowenstein.com

Signature

Print the name of the person who is completing and signing this claim:

Name	Andrew David Behlmann		
	First name	Middle name	Last name
Title	Counsel		
Company	Lowenstein Sandler LLP		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	One Lowenstein Drive		
	Number	Street	
	Roseland	NJ	07068
	City	State	ZIP Code
Contact phone	973-597-2332		Email
			abehlmann@lowenstein.com

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ I have supporting documentation.
(attach below)

☐ I do not have supporting documentation.



Attachment

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of January 29, 2019.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).

- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://restructuring.primeclerk.com/pge>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor’s name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual’s tax identification number, or a financial account number, only the initials of a minor’s name, and only the year of any person’s date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):

Chico Service Center
350 Salem Street
Chico, CA 95928

Marysville Service Center
231 "D" Street
Marysville, CA 95901

Napa Service Center
1850 Soscol Ave. Ste 105
Napa, CA 94559

Oroville Service Center
1567 Huntoon Street
Oroville, CA 95965

Redding Service Center
3600 Meadow View Road
Redding, CA 96002

Santa Rosa Service Center
111 Stony Circle
Santa Rosa, CA 95401

Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.

Do not file these instructions with your form
--

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Counsel to Claimant

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtors.

☒ Affects Both Debtors
☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company

MICHELSON LAW GROUP
Randy Michelson (SBN 114095)
220 Montgomery Street, Suite 2100
San Francisco, California 94104

Bankruptcy Counsel to Claimant

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kennyb@rgrdlaw.com

Case No. 19-30088 (DM) (Lead Case)

Chapter 11

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM

1 The creditor identified on the accompanying proof of claim form (“**Claimant**”), one of
2 the named plaintiffs in the securities class action captioned as *In re PG&E Corporation*
3 *Securities Litigation*, Case No. 18-03509 (the “**Securities Litigation**”), pending in the United
4 States District Court for the Northern District of California (the “**District Court**”), hereby
5 submits this proof of claim (the “**Proof of Claim**”) against each of the debtors in possession (the
6 “**Debtors**”) in the above-captioned chapter 11 bankruptcy cases (the “**Chapter 11 Cases**”).

7 **A. The Securities Litigation**

8 1. On May 28, 2019, Claimant and the other plaintiffs in the Securities Litigation¹ filed
9 the *Third Amended Consolidated Class Action Complaint for Violation of the Federal Securities*
10 *Laws* (the “**TAC**”) in the Securities Litigation.² In the TAC, Lead Plaintiff, on behalf of itself
11 and a proposed class comprised of all persons and entities who, during the period from April 29,
12 2015 through November 15, 2018, inclusive (the “**Class Period**”), purchased or otherwise
13 acquired publicly traded securities of the Debtors and were damaged thereby, together with the
14 other plaintiffs in the Securities Litigation, asserts claims pursuant to (a) the Securities Exchange
15 Act of 1934 (the “**Exchange Act**”), against certain of the Debtors’ current and former officers
16 and directors (the “**Exchange Act Defendants**”), (b) the Securities Act of 1933 (the “**Securities**
17 **Act**”), against certain of the Debtors’ current and former officers and directors and the
18 underwriters (collectively, the “**Securities Act Defendants**” and together with the Exchange Act
19 Defendants, the “**Defendants**”) of the Debtors’ four public senior notes offerings (the “**Notes**
20 **Offerings**”) on March 1, 2016, December 1, 2016, March 10, 2017, and April 2, 2018, in which
21 the Debtors offered and sold approximately \$4.35 billion of registered senior notes. As more
22 fully set forth in the TAC:

- 23 • the Debtors and the Exchange Act Defendants violated Sections 10(b) and 20(a)

24 ¹ Public Employees Retirement Association of New Mexico is the court-appointed lead
25 plaintiff in the Securities Litigation (“**Lead Plaintiff**”). York County on behalf of the
26 County of York Retirement Fund, City of Warren Police and Fire Retirement System, and
Mid-Jersey Trucking Industry & Local No. 701 Pension Fund are additional named plaintiffs.

27 ² Before the Debtors filed these Chapter 11 Cases, the Debtors were named as defendants in
28 the cases that have been consolidated into the Securities Litigation. The Debtors are named
as Exchange Act Defendants in the TAC, but the Securities Litigation is not proceeding
against them due to the automatic stay.

of the Exchange Act and SEC Rule 10b-5 promulgated thereunder by misleading investors in the Debtors' securities from April 29, 2015 through November 15, 2018, and

- the Debtors and the Securities Act Defendants violated Sections 11 and 15 of the Securities Act in connection with the Notes Offerings, for which the offering documents contained thirty-four materially misleading statements.

2. A true and correct copy of the cover page and table of contents of the TAC is annexed hereto as **Exhibit A**. The TAC and the allegations set forth therein are incorporated in their entirety into this Proof of Claim by reference.

B. The Claim

3. As of the Petition Date, the Debtors were, and currently remain, liable to Claimant in an amount not yet determined, plus interest, costs, and attorneys' fees as may be allowed (the "**Claim**"). The facts, circumstances, acts, and omissions described in the allegations of the TAC, as may be amended and/or supplemented from time to time, form the basis of the Claim. A schedule of Claimant's transactions in the Debtors' securities during the Class Period is annexed hereto as **Exhibit B**.

4. Claimant reserves the right to amend and/or supplement this Proof of Claim from time to time for any appropriate purpose.

5. The Claim is not founded upon a specific writing, although certain documents, too voluminous and burdensome to annex hereto, which, upon information and belief, relate to the violations of various laws and duties and actionable conduct by the Debtors, from which the Claim arises, may be available. In addition, certain of these documents, as well as other documents, may become available through discovery with respect to the Claim and/or the Securities Litigation.

6. No payments have been made on account of the Claim.

7. The Claim is not subject to any setoff or counterclaim.

8. No security interest is held for the Claim.

9. The Claim is asserted in addition to, and not in lieu of, any and all other claims that

1 Claimant may have against the Debtors, the Defendants, and any other defendants now or
2 hereafter named, or that could be named, in the Securities Litigation.

3 **D. Reservation of Rights**

4 10. Claimant reserves all rights (including but not limited to arguments,
5 counterarguments, and defenses) in connection with the Securities Litigation, and further
6 reserves all rights with respect to the Claim, including but not limited to the right to amend
7 and/or supplement this Proof of Claim from time to time and/or move to withdraw the
8 bankruptcy reference with respect to any claim, cause of action, issue, or proceeding, whether or
9 not encompassed in the Claim or asserted in this Proof of Claim.

10 11. This Proof of Claim and any subsequent appearance, pleading, claim, or suit made or
11 filed by Claimant shall not be deemed to:

- 12 • constitute a submission by Claimant to the jurisdiction of the Bankruptcy Court;
- 13 • constitute consent by Claimant to entry by the Bankruptcy Court of any final
14 order in any non-core proceeding, **which consent is hereby withheld unless -**
15 **and solely to the extent - expressly granted in the future with respect to a**
16 **specific proceeding;**
- 17 • waive any substantive or procedural rights of Claimant, including but not limited
18 to (a) the right to challenge the constitutional authority of this Bankruptcy Court
19 to enter a final order or judgment on any matter; (b) the right to have final orders
20 in non-core matters entered only after *de novo* review by a United States District
21 Court; (c) the right to trial by jury in any proceedings so triable herein, in the
22 Securities Litigation, or in any other case, controversy, or proceeding related to
23 or arising from the Debtors, these chapter 11 cases, any related proceedings, or
24 the Securities Litigation; (d) the right to have a United States District Court
25 withdraw the reference in any matter subject to mandatory or discretionary
26 withdrawal; (e) the right to request that the Bankruptcy Court abstain from
27 hearing the merits of the Claim pursuant to 28 U.S.C. § 1334(c); (f) the right to
28 assert any and all claims or rights against others jointly or severally liable for the

1 sums claimed herein; or (g) all other rights, claims, actions, arguments,
2 counterarguments, defenses, setoffs, or recoupments to which Claimant is or may
3 be entitled under agreements, at law, in equity, or otherwise, all of which rights,
4 claims, actions, arguments, counterarguments, defenses, setoffs, and recoupments
5 are expressly reserved, nor shall this proof of claim be deemed to constitute
6 consent to electronic service of any pleading or papers for which mailed or
7 personal service is required under any applicable law, rule, regulation, or order.
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EXHIBIT A
COVER PAGE AND TOC OF THIRD AMENDED COMPLAINT³

³ Due to page length and file size limitations imposed by the Debtors' claims and noticing agent, only the cover page and table of contents of the TAC are annexed hereto. However, as indicated above, the TAC is incorporated in its entirety into this Proof of Claim by reference.

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Liaison Counsel for the Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE PG&E CORPORATION
SECURITIES LITIGATION

Civil Action No. 3:18-cv-03509-EJD

THIRD AMENDED CONSOLIDATED CLASS
ACTION COMPLAINT FOR VIOLATION OF
THE FEDERAL SECURITIES LAWS

JURY TRIAL DEMANDED

THIRD AMENDED CONSOLIDATED CLASS ACTION COMPLAINT
CIVIL ACTION NO. 3:18-CV-03509-EJD

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EXHIBIT B
MID-JERSEY TRUCKING INDUSTRY & LOCAL NO. 701 PENSION FUND
TRANSACTIONS

Bonds

<u>Date Acquired</u>	<u>Type of Debt</u>	<u>Face Amount</u>	<u>Price</u>
12/22/2017	3.3% due 03/15/2027	65,000	\$98.80
01/31/2018	4.0% due 12/01/2046	20,000	\$97.97
11/14/2018	4.75% due 02/15/2044	5,000	\$77.76
10/19/2015	6.05% due 03/01/2034	16,000	\$121.84
10/21/2015	6.05% due 03/01/2034	4,000	\$122.19
11/03/2015	6.05% due 03/01/2034	10,000	\$120.06

<u>Date Sold</u>	<u>Type of Debt</u>	<u>Face Amount</u>	<u>Price</u>
01/14/2019	3.3% due 03/15/2027	65,000	\$78.00
01/14/2019	4.0% due 12/01/2046	20,000	\$75.75
01/14/2019	4.75% due 02/15/2044	5,000	\$76.57
03/10/2017	6.05% due 03/01/2034	5,000	\$123.44
01/29/2018	6.05% due 03/01/2034	15,000	\$123.00
01/31/2018	6.05% due 03/01/2034	10,000	\$122.65







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Final Audit Report

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